

Version 1 – April 2026

## §1 General provisions

### Article 1 – Definitions and Interpretation

1.1 In these General Terms and Conditions, the capitalised terms shall have the following meanings:

**Terberg:** the private limited company Terberg Benschop B.V., with Chamber of Commerce number: 30033216

**General Terms and Conditions:** the present general terms and conditions for the sale of used equipment by Terberg (version April 2026).

**Client:** the other party to the Agreement with Terberg, being either an end customer or a Terberg entity or distributor.

**Agreement:** the written or digital agreement between the Parties concerning the sale and delivery of one or more Used Equipment and, if applicable, associated Services.

**Parties:** the Client and Terberg, jointly or individually.

**Used Equipment:** a previously owned and/or used equipment.

**Equipment Category:** the classification of a Used Equipment as Category Gold, Category Silver or Category Bronze, as specified in the Agreement and further described in Article 2.

**Inspection Report:** the report prepared by or on behalf of Terberg prior to delivery, describing the condition of the Used Equipment.

**Service Contract:** a separate agreement between the Parties for the maintenance and/or servicing of a Used Equipment after delivery, where available.

**Terberg Connect:** every combination of services and software thus referred to by Terberg, offered by Terberg to the Client as a service, available for Category Gold and Category Silver Used Equipment.

**Tracker:** a GPS tracking device installed on a Category Bronze Used Equipment.

**Platform:** the online sales platform operated by a third-party service provider and branded with Terberg's trade name, logo and look-and-feel, through which Terberg offers Used Equipment for sale and through which prospective buyers may view listings, submit enquiries and leave their contact details. The Platform qualifies as a "Branded Webshop" within the meaning of the agreement between Terberg and its third-party platform provider.

**Platform Terms of Use:** the terms and conditions governing the use of the Platform by prospective buyers and other visitors, as published on the Platform and amended by Terberg from time to time.

**Privacy Policy:** the privacy policy of Terberg as published on the Platform and/or on Terberg's corporate website, describing how Terberg processes Personal Data in connection with the sale of Used Equipment.

**Personal Data:** any information relating to an identified or identifiable natural person within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation / "GDPR") and its implementing legislation.

**Intellectual Property Rights / IP:** all intellectual property rights of any kind, whether registered or unregistered, including applications for registration, anywhere in the world, together with all related goodwill.



1.2 Unless otherwise provided in the General Terms and Conditions or in the Agreement: (a) all references to the singular shall mean the plural and vice versa; (b) the terms and data/information stated in the General Terms and Conditions and in the Agreement are indicative.

1.3 In the event of a conflict between the provisions of the General Terms and Conditions and the Agreement, the Agreement shall prevail.

1.4 In the event that a translation of the General Terms and Conditions is used in a language other than the Dutch language, the Dutch version shall prevail in case of a conflict between the provisions of the Dutch General Terms and Conditions and the translation thereof.

**Article 2 - Equipment Categories**

2.1 Each Used Equipment offered by Terberg shall be classified in one of the following categories, as stated in the Agreement. The terms applicable to each Equipment Category are summarised in the table below:

	<b>Category Gold — "As Good As New"</b>	<b>Category Silver — "In Good Condition"</b>	<b>Category Bronze — "As Seen, as is"</b>
<b>Condition</b>	Comparable to a new equipment	Good working condition	Current condition at the time of inspection by the customer – sold as seen.
<b>Warranty (Art. 10)</b>	Max. 6 months from delivery (Art. 14)	Max. 3 months from delivery (Art. 14) Only on Engine, gearbox and axle	Not included — sold at Client's risk
<b>Deductible</b>	€ 2,500.00 per claim on main components	€ 2,500.00 per claim on main components	N/A
<b>Terberg Connect</b>	Included	Included	Not included
<b>Tracker</b>	No (unless agreed)	No (unless agreed)	Included
<b>Inspection Report</b>	Yes	Yes	Yes
<b>Service Contract</b>	Available separately	Available separately	Available separately
<b>Financing</b>	Available separately	Available separately	Not available

**Article 3 - Applicability**

3.1 The General Terms and Conditions apply to the Agreement, all offers, quotations, transactions, other agreements and all resulting obligations between Terberg and the Client with respect to the sale of Used Equipment.

3.2 Terberg expressly rejects any reference by the Client to, and therefore also the application of, any general (purchase) conditions or clauses from the Client, under whatever name.

3.3 In the event that one or more provisions of the General Terms and Conditions are or will be void or annulled, the other provisions shall continue in full force and effect. The Parties will consult to agree on



replacing the void or annulled provisions with new provisions, taking into consideration, to the extent possible, the purpose and intent of the original provision.

## **§2 - Formation and pricing**

### **Article 4 - Quotations**

4.1 Offers and quotations by Terberg are without obligation and must always be considered as a whole.

4.2 Each offer made by Terberg is based on the information available to Terberg at the time of the offer regarding the condition and history of the Used Equipment. The Client acknowledges that it is solely responsible for inspecting the Used Equipment and forming its own view as to its condition, history and suitability, and that it does not rely on any information provided by Terberg except as expressly set out in this Agreement.

### **Article 5 - Online Platform**

5.1 Terberg may offer Used Equipment for sale through the Platform. All information published on the Platform — including but not limited to descriptions, photographs, specifications, pricing indications and availability — is indicative only and does not constitute a binding offer within the meaning of Article 4 (Quotations). Terberg reserves the right to correct, amend or remove any information published on the Platform at any time without prior notice.

5.2 The submission of an enquiry, expression of interest or contact details by a prospective buyer through the Platform does not constitute an order and does not result in the formation of an Agreement. An Agreement is formed exclusively in accordance with Article 7.

5.3 The Platform is hosted and operated by a third-party service provider on behalf of Terberg. Terberg is not liable for the availability, continuity or technical functioning of the Platform, including but not limited to interruptions, delays, errors, viruses or other malfunctions, however caused, except in the event of intent or deliberate recklessness on the part of Terberg or its managerial employees.

5.4 The use of the Platform by the Client or any prospective buyer is subject to the Platform Terms of Use as published on the Platform. By accessing or using the Platform, the user accepts and agrees to be bound by the Platform Terms of Use and the Acceptable Use Policy applicable to the Platform. Terberg reserves the right to deny access to the Platform to any person who fails to comply with the Platform Terms of Use.

5.5 Article 19 (Intellectual Property Rights) applies to all content published on the Platform in the same manner as it applies to other protected materials under this Agreement. The prospective buyer or the Client shall not copy, reproduce, distribute, or otherwise use any content from the Platform without Terberg's prior written consent.

### **Article 6 - Privacy and Data Protection**

6.1 Where a prospective buyer or Client submits Personal Data through the Platform — including but not limited to name, contact details, company information and enquiry details — Terberg will process such Personal Data in accordance with its Privacy Policy and applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).

6.2 By submitting Personal Data through the Platform, the prospective buyer or Client acknowledges that: (a) it has read and understood Terberg's Privacy Policy, which describes the purposes and legal bases for the processing; (b) the Personal Data provided is accurate and complete; and (c) where the prospective buyer or Client submits Personal Data of third parties (e.g. employees or representatives), it has obtained the necessary authorisations and consents to do so.



6.3 Terberg may share Personal Data submitted through the Platform with its third-party platform provider to the extent necessary for the operation of the Platform and the processing of enquiries, subject to a data processing agreement in accordance with applicable data protection legislation.

#### **Article 7 - Formation of the Agreement**

7.1 The Agreement is concluded at the moment that an order from the Client has been confirmed in writing by a person authorised to do so by Terberg.

7.2 If more than one Used Equipment is listed on one order, this will be considered to be a separate agreement for each Used Equipment.

7.3 Terberg reserves the right — even after confirmation of the order — to revoke acceptance of the order within five (5) working days, without being obliged to pay any compensation to the Client.

7.4 Additional and/or deviating clauses, agreements and arrangements shall only be deemed to have been agreed between the Parties if they have been expressly confirmed in writing by an authorised representative of Terberg.

#### **Article 8 - Prices**

8.1 The prices to be paid by the Client for Used Equipment are stated in the Agreement. All prices apply to delivery FCA (location to be agreed in the Agreement) on the basis of Incoterms 2020. The prices are exclusive of turnover tax and other levies and/or government levies, unless expressly stated otherwise in writing.

### **§3 – Payment**

#### **Article 9 - Payment Terms**

9.1 Unless expressly agreed otherwise in writing, if the Client collects the Used Equipment at Terberg's location, payment shall be made immediately before collection.

9.2 Any reliance of the Client on set-off and/or discount is excluded.

9.3 Any objections against the amount of an invoice submitted by Terberg and/or the condition of the Used Equipment do not entitle the Client to suspend its payment obligation.

9.4 Terberg's full claim under the Agreement is immediately due and payable in full if: (a) a payment term has been exceeded by the Client; (b) the Client applies for or is granted a (provisional) suspension of payment; (c) the Client files a petition for liquidation or is declared to be in liquidation; (d) assets of the Client are seized; (e) the Client fails to fulfil any obligation towards Terberg; or (f) the Client proceeds to discontinue, liquidate or transfer its business or a substantial part thereof.

9.5 In the event of overdue payment, without a notice of default being required, the Client must immediately pay a contractual interest of 1% per month on the outstanding amount, from the due date up to and including the payment date. A partially completed month is treated as a full month.

9.6 Payments made by the Client shall first be applied to pay any interest and costs due, then to the claims that have been outstanding the longest.

### **§4 – Warranty**

#### **Article 10 - Warranty Conditions**

10.1 The warranty applicable to a Used Equipment depends on the Equipment Category as set out in Article 2. Category A Used Equipment carry a warranty of a maximum of six (6) months, Category B Used Equipment carry a warranty of a maximum of three (3) months, and Category C Used Equipment are sold without any warranty.



10.2 The warranty period commences on the date of delivery within the meaning of Article 14.

10.3 The warranty applies only to the Client as identified in the Agreement and is not transferable.

10.4 For all Equipment Categories, any warranty — where applicable — is expressly excluded for tyres and components or parts that are subject to normal wear and tear.

10.5 Terberg only provides warranty for defects that are exclusively caused by faulty manufacture, faulty construction or faulty material, taking into account the age, mileage and condition of the Used Equipment as set out in the Inspection Report.

10.6 Terberg does not give any warranty for defects that occur in, or that are wholly or partly the result of: (a) improper use, or use not in accordance with the nature and/or normal intended purpose of the Used Equipment; (b) natural wear, use of unsuitable fuels or lubricants and/or overload; (c) maintenance not performed or performed incorrectly by or on behalf of the Client; (d) maintenance performed with parts other than Terberg original parts; (e) the application of any government regulation relating to the nature or quality of the materials used; or (f) cases in which the cause is not clear in Terberg's opinion.

10.7 Any claim under the warranty shall lapse if changes have been made to the Used Equipment without Terberg's written consent, which, in Terberg's opinion, may affect its normal operation or reliability.

10.8 In the event of a warranty claim, it is Terberg's decision to determine whether repair or replacement will be carried out.

10.9 The warranty does not extend beyond repair or replacement during normal working hours. All additional costs (including but not limited to towing, replacement equipment, fuels, lubricants, filters, disassembly and assembly) shall be charged to the Client. There is no new warranty period for replaced or repaired parts; only the remaining period of the original warranty can be claimed.

10.10 The Client is obliged — under penalty of forfeiture of all warranty claims — to notify Terberg in writing, stating reasons, of any defect found in the Used Equipment as soon as possible, but in any event within fourteen (14) calendar days after detection or after the time at which that defect could reasonably have been detected.

10.11 The Client only has the authority to invoke any warranty after it has fulfilled all its obligations towards Terberg. A claim under the warranty does not suspend the payment obligations of the Client.

## **§5 – Liability**

### **Article 11 - Limitation of Liability**

11.1 Terberg's liability is limited to its warranty obligations as described in Article 10, except in the event of intent or deliberate recklessness on the part of Terberg or its managerial employees.

11.2 For Category C Used Equipment — which are sold without warranty on an ("as seen, as is") basis — Terberg accepts no liability whatsoever for any defects, whether visible or hidden, except in the event of intent or deliberate recklessness on the part of Terberg or its managerial employees.

11.3 If a more extensive liability is assumed: (a) for direct damage, Terberg's maximum liability shall be the amount or amounts paid by Terberg's insurer and, if no payment is made, the invoice value of the Used Equipment that caused the damage; (b) for indirect or consequential damage, including but not limited to damage due to stoppage or delay, Terberg's liability is expressly excluded and, insofar as a more extensive liability is assumed, limited to the amount or amounts paid by Terberg's insurer and, if no payment is made, the invoice value of the Used Equipment that caused the damage.

11.4 The Client indemnifies and holds Terberg, its employees and any third parties engaged by Terberg harmless against any claims from third parties for compensation for damage incurred, caused by or



otherwise related to the Used Equipment delivered by Terberg, including claims due to product liability, unless Terberg could not invoke limitation of its liability in respect of the Client or, in the case of product liability, to the extent that the Client proves that the damage was exclusively caused by the Used Equipment delivered by Terberg.

## **§6 - Delivery**

### **Article 12 - Delivery Period**

12.1 Delivery periods stated in the Agreement are indicative and without obligation and shall never be regarded as strict deadlines, unless expressly agreed otherwise in writing.

12.2 If for any reason the delivery time is exceeded, the Client is not entitled to any form of compensation or any right to termination of the Agreement, in whole or in part, unless the Parties expressly agreed otherwise in writing. An exception applies where the Client incurs damage as a result of intent or deliberate recklessness on the part of Terberg or its managerial employees.

### **Article 13 - Delivery and Risk**

13.1 Delivery is FCA (location to be agreed in the Agreement) on the basis of Incoterms 2020, unless the Parties have expressly agreed otherwise in writing. Costs and risk of transport shall be at the expense of the Client.

13.2 In the event that Terberg and the Client agree that Terberg will arrange transport, the risk of storage, loading, transport and unloading remains at the expense of the Client.

### **Article 14 - Acceptance**

14.1 The Client is obliged to inspect the Used Equipment immediately upon delivery. The Client is deemed to have accepted the Used Equipment if it has not notified Terberg in writing of any visible defects within five (5) working days after delivery.

14.2 For Category C Used Equipment, by accepting delivery the Client confirms that it has inspected the Used Equipment and accepts it in its current condition ("as seen, as is"), with all visible and hidden defects.

14.3 The Inspection Report provided by Terberg describes the condition of the Used Equipment at the time of inspection. The Inspection Report does not constitute a warranty or guarantee by Terberg as to the condition of the Used Equipment after delivery.

## **§7 - Retention of title**

### **Article 15 - Retention of Title**

15.1 Terberg retains ownership of a delivered Used Equipment until the Client has fully paid all amounts owed to Terberg under the Agreement, including interest and costs.

15.2 As long as Terberg retains title to a Used Equipment, the Client is not entitled to encumber the Used Equipment or to transfer ownership.

15.3 As long as ownership of the Used Equipment has not yet passed to the Client, Terberg shall be entitled to unhindered access to the Used Equipment.

15.4 If Terberg invokes its retention of title, it may repossess the Used Equipment from the Client, at the expense of the Client. The Client shall fully cooperate with the repossession. By invoking the retention of title, the Agreement shall be deemed to have been terminated, without prejudice to Terberg's right to claim compensation for damage, loss of profit and interest.



## **§8 - Force majeure**

### **Article 16 - Force Majeure**

16.1 Force majeure includes, but is not limited to: (a) default or shortcomings by suppliers, subcontractors and/or carriers of Terberg; (b) fire, strikes, epidemics, pandemics, war, terrorism, government measures including import or export restrictions; and (c) all other circumstances of such a nature that it can no longer reasonably be demanded from Terberg that it is bound under the Agreement.

16.2 If Terberg is unable to fulfil its obligations under the Agreement, in whole or in time, due to force majeure, it is entitled, without judicial intervention and without being liable for damages, to terminate the relevant Agreement or to suspend its obligations for a reasonable period.

## **§9 - Terberg connect and tracker**

### **Article 17 - Terberg Connect (Gold, Silver)**

17.1 Category Gold and Silver Used Equipment are delivered with Terberg Connect. This Article 17 applies to the provision of Terberg Connect in addition to the other provisions of these General Terms and Conditions.

17.2 Terberg Connect is a standard service provided "as is", with the possibilities of use as the Client finds them and which the Client accepts without question. Terberg strives for reasonable availability but is dependent on third parties it engages; limitations, defects and interruptions may occur and are not a shortcoming.

17.3 Terberg may at any time: (a) change or update the service; (b) replace the service with a service with similar functional characteristics; or (c) temporarily decommission the service for security, maintenance, defect repair or system improvements. Terberg shall limit interruptions where possible and inform the Client of planned interruptions. Article 11 (Limitation of Liability) applies to any damage resulting from interruptions, modifications or discontinuation of the service.

17.4 The Client shall use Terberg Connect exclusively for its internal business purposes, in accordance with these General Terms and Conditions and Terberg's reasonable instructions. The Client shall not exploit the service for or for the benefit of third parties, including by granting sublicenses, without Terberg's prior written consent.

17.5 The Client grants Terberg and its subcontractors a right of use to the Client's intellectual property rights insofar as necessary to provide the service.

17.6 If a third party asserts that the service infringes its intellectual property rights, Terberg shall indemnify the Client, provided that the Client gives Terberg control over the defence and provides all necessary cooperation. If, in Terberg's opinion, the service infringes a third party's intellectual property rights, Terberg shall at its expense either (i) adjust the service to remedy the infringement, (ii) obtain a licence, or, if neither is possible, (iii) terminate the Agreement on reasonable terms and repay any amounts paid in advance pro rata. Terberg has no further obligations regarding IP infringement beyond this Article 17.6.

17.7 Terberg Connect contains trade secrets of Terberg and/or third parties. The Client shall not inspect, extract, decompile, reverse engineer or otherwise attempt to access information about or from Terberg Connect, nor allow third parties to do so. The Client shall indemnify Terberg for any breach of this Article 17.7.



17.8 The Client acknowledges that Terberg Connect requires network coverage of third parties engaged by Terberg, including roaming partners, and that Terberg is entitled to terminate the service if its agreement with such third party is terminated for any reason.

17.9 Terberg collects data via the Used Equipment that provide insight into the condition of the Used Equipment and shares statistical information with the Client for the purposes set out in the Privacy Policy. Insofar as these data qualify as Personal Data, Terberg and the Client are each controllers. The Client is obliged to act in accordance with the GDPR and, where necessary, to inform data subjects and obtain their consent. Terberg is not responsible for the Client's processing of Personal Data on the basis of information provided by Terberg.

### **Article 18 - Tracker (Bronze)**

18.1 Used Equipment can be delivered with a Tracker. The Tracker, including all hardware, firmware and software components, is and shall remain the property of Terberg unless otherwise expressly agreed in writing in the Agreement. All Intellectual Property Rights in and to the Tracker are and shall remain the sole and exclusive property of Terberg and/or its licensors.

18.2 The Tracker collects and transmits location data and such other data as Terberg may determine from time to time ("Tracker Data"). All Tracker Data is and shall remain the property of Terberg. Terberg may use Tracker Data for its own business purposes, including but not limited to asset tracking, theft prevention, product development and statistical analysis. Insofar as Tracker Data qualifies as Personal Data within the meaning of the GDPR, Article 6 (Privacy and Data Protection) applies.

18.3 The Client shall not remove, disconnect, disable, tamper with or otherwise interfere with the Tracker without Terberg's prior written consent. The Client shall ensure that the Tracker remains operational and that the Used Equipment remains within network coverage areas to the extent reasonably practicable. Terberg is not liable for any failure of the Tracker resulting from lack of network coverage, interference or circumstances beyond Terberg's control.

## **§10 - Intellectual property**

### **Article 19 - Intellectual Property Rights**

19.1 All Intellectual Property Rights with respect to the Used Equipment, Terberg Connect, the Tracker, Equipment Data, Tracker Data and all related documentation, materials and content are the sole and exclusive property of Terberg and/or its licensors.

19.2 The Client acquires only a limited, non-exclusive, non-transferable and non-sublicensable user right to the Intellectual Property Rights to the extent strictly necessary for the normal use of the Used Equipment and, where applicable, Terberg Connect. The Client shall not modify, adapt, reverse engineer or create derivative works of any item in which Terberg holds Intellectual Property Rights.

## **§11 - Confidentiality**

### **Article 20 - Confidentiality**

20.1 The Parties are obliged to maintain the confidentiality of all information obtained from each other in the context of the Agreement and of which they know or should reasonably know the confidential nature.

20.2 The Parties are not permitted to use confidential information for purposes other than the fulfilment of their rights and obligations under the Agreement.



20.3 The rights and responsibilities under this Article shall remain in effect for a period of two (2) years after the date of termination or expiration of the Agreement.

## **§12 - TERMINATION**

### **Article 21 – Termination**

21.1 In addition to the cases regulated by law, the Parties have the right to terminate the Agreement with immediate effect if: (a) the other Party applies for or is granted a (provisional) suspension of payment; (b) the other Party is petitioned for or declared to be in liquidation; (c) the business operations of the other Party have been terminated; or (d) a substantial part of the other Party's assets is seized and this has a material adverse effect on the performance of the Agreement.

21.2 Without prejudice to the foregoing, Terberg is entitled to terminate or suspend the Agreement if the Client fails to perform an obligation which has not been remedied within ten (10) working days after a written notice of default.

21.3 If one of the Parties proceeds to termination on the basis of this Article, there are no obligations to reverse the performance already received. The payment obligations still outstanding at that time will become immediately due and payable.

## **§13 - Miscellaneous**

### **Article 22 - Obligations of the Client**

22.1 The Client shall ensure that Terberg is provided in a timely, correct and complete manner with all data and information which Terberg reasonably requires for the performance of the Agreement.

22.2 The Client is responsible for the correct use and operation of the Used Equipment after delivery.

### **Article 23 – Assignment**

23.1 The Client is not entitled to transfer any right and/or obligation under the Agreement or the General Terms and Conditions to third parties, unless the Parties have expressly agreed otherwise in writing.

### **Article 24 - Collection Costs**

24.1 All judicial and extrajudicial (collection) costs reasonably incurred by Terberg to obtain payment of a claim against the Client shall be at the expense of the Client. The costs amount to at least 15% of the amount due with a minimum of € 75.00.

### **Article 25 - Limitation Period**

25.1 Any claim that the Client may bring against Terberg shall lapse after a period of six (6) months after the claim has become due and payable, unless a legal action has previously been brought.

### **Article 26 - Applicable Law and Dispute Resolution**

26.1 The Agreement and the General Terms and Conditions are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

26.2 All disputes arising from or in connection with the Agreement shall be settled by the competent court of the Midden-Nederland District Court, Utrecht location, the Netherlands.

